BILL NO. S-83-08-16

SPECIAL ORDINANCE NO. S-163-83

AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and Huguenard/Schenkle, Inc., for Res. #5956-82, Oakdale Drive - Curbs & Sidewalks.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The annexed Contract, made a part hereof, by the City of Fort Wayne by and through its Board of Public Works and Huguenard/Schenkle, Inc., for Res. #5956-82, Oakdale Drive - Curbs and Sidewalks, is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

> improvement of Oakdale Drive with new curbs and sidewalks where needed, between Fairfield Avenue and Hoagland, said improvement to be funded from the Barrett Law Revolving Account. Special improvement shall also include installation of new ornamental lighting system;

the Contract price is Thirty-One Thousand Five Hundred Thirteen and 20/100 Dollars ($31,513.20) (to be funded from the Barrett Law Revolving Account.)

SECTION 2. Prior Approval was received from Council with respect to this Contract on July 26, 1983. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Victure L. Scruggs
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Scruggs, seconded by GiaQuinta, and duly adopted, read the second time by title and referred to the Committee Regulations (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ________, the ________ day of ________, 19___, at ________ o'clock ___.M., E.S.T.

DATE: 8-9-83 Sandra E. Kennedy

CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
SCHMIDT	✓				
SCHOMBURG	✓				
SCRUGGS	✓				
STIER	✓				
TALARICO	✓				

DATE: 8-23-83 Sandra E. Kennedy

CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP) (GENERAL) (ANNEXATION)~~ (SPECIAL) ~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ NO. S-163-83 on the 23rd day of August, 1983.

ATTEST: (SEAL)

Sandra E. Kennedy
CITY CLERK

Ray A. Eisbart
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of August, 1983, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
CITY CLERK

Approved and signed by me this 26th day of August 1983, at the hour of 3:40 o'clock P.M., E.S.T.

WIN MOSES, JR. - MAYOR

B-124-34
7/27/83

REVOLVING BARRETT LAW
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING
RATIFICATION

CONTRACT

This Agreement, made and entered into this 27 day of July, 1983

by and between ---------------- HUGUENARD/SCHENKLE, INC. ----------------

---------------- 2100 Goshen Rd., Suite 214, Ft. Wayne, Ind. 46808 ----------------

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Improvement Resolution No. 5956-82 Oakdale Drive with new curb and sidewalk, where needed, between Fairfield Ave. and Hoagland Avenue, said improvement to be funded from the Barrett Law Revolving Account. Special improvement shall also include installation of new ornamental lighting system.

by grading and paving the roadway to a width of ~~XXXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5956-82 attached hereto and by reference made a part hereof. ~~and at the following price per lineal foot~~

At the following prices:

Street Light Items:

Install 16' alum. pole 4' deep w/poleset	Seventy-seven dollars and no cents per each	77.00
Install TC100R luminaire and lamp	Fifty-seven dollars and twenty cents per each	57.20
Install 2/C #4 alum. wire in trench or conduit	No dollars and fifty-five cents per lineal foot	0.55
Trench in Earth--20" deep	One dollar and ninety-eight cents per lineal foot	1.98
Bore or push 1½" tubing under drives, streets, trees, walks, etc.	Five dollars and fifty-five cents per lineal foot	5.55
Fine grading, seeding & mulch	No dollars and fifty-five cents per lineal foot	0.55
Install 10' riser section	Sixty-three dollars and eighty cents per each	63.80
Remove 10' - 12' ornamental post	Fifty-five dollars and no cents per each	55.00
Remove existing luminaire & lamp	Eleven dollars and no cents per each	11.00
Remove existing 1.5' x 1.5' x 4' concrete foundation complete	Ninety-four dollars and fifty cents per each	94.50
Total	Six thousand, eight hundred and seventy-seven dollars and eighty-five cents	$6,877.85

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5956-82 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally
*See Liquidated Damages Provision.
and in all respects completed on or before *Sept. 30, 19 83 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said

date ________, 19___ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 27

day of July, 19 83

ATTEST:

William L. Schenkel III
Corporate Secretary

HUGUENARD/SCHENKEL, INC.

BY: William L. Schenkel III

ITS: ________

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[signature]

Betty R. Collins

[signature]

Its Board of Public Works and Mayor.

ATTEST:

Helen V. Gochenour
Secretary and Clerk

Street Items:

Concrete Removal	Two dollars and ninety-five cents per square yard	2.95
Curb Removal (2' Curb & Gutter)	One dollar and ninety-five cents per lineal foot	1.95
2 Ft. Curbface Walk	Two dollars and ninety cents per square foot	2.90
4" Walk	One dollar and sixty cents per square foot	1.60
6" Wingwalk	One dollar and seventy-eight cents per square foot	1.78
Backfill for Sod	Nine dollars and no cents per ton	9.00
Sod	One dollar and seventy-five cents per square yard	1.75
Asphalt Patch Along New Curb	Thirty-six dollars and no cents per ton	36.00
Remove & Replace Type I-C Catch Basin	One thousand, two hundred and seventy-five dollars and no cents	1,275.00
Total Street Items	Twenty-four thousand, six hundred and thirty-five dollars and thirty-five cents	$24,635.35
Grand Total	Thirty-one thousand, five hundred and thirteen dollars and twenty cents	$31,513.20

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

Original

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we HUGUENARD/SCHENKLE, INC. as Principal, and the RELIANCE INSURANCE COMPANY ______________, a corporation organized under the laws of the State of PENNSYLVANIA, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of THIRTY-ONE THOUSAND, FIVE HUNDRED AND THIRTEEN DOLLARS AND TWENTY CENTS ------------------------------

($31,513.20------------), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 27 day of July, 1983, enter into a contract with the City of Fort Wayne to construct

Improvement Resolution No. 5956-82

To improve Oakdale Drive with new curb and sidewalk, where needed, between Fairfield Avenue and Hoagland Avenue, said improvement to be funded from the Barrett Law Revolving Account. Special improvement shall also include installation of new ornamental lighting system.

at a cost of $ 31,513.20----------, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

HUGUENARD/SCHENKEL, INC.
(Contractor)

BY: [signature]

ITS: [signature]

ATTEST: [signature]

(Title)

RELIANCE INSURANCE COMPANY
Surety

*BY: [signature]
Authorized Agent
(Attorney-in-Fact) Lois L. Harter

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

------------------------------ HUGUENARD/SCHENKLE, INC. ------------------------------
(Name of Contractor)

------------ 2100 Goshen Road, Suite 214, Ft. Wayne, Indiana 46808------------------

(Address)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and RELIANCE INSURANCE COMPANY
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of THIRTY-ONE THOUSAND, FIVE HUNDRED AND THIRTEEN DOLLARS AND TWENTY CENTS ------------------------------------ for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 27 day of July, 1983, for the construction of:

Improvement Resolution No. 5956-82

To improve Oakdale Drive with new curb and sidewalk, where needed, between Fairfield Avenue and Hoagland Avenue, said improvement to be funded from the Barrett Law Revolving Account. Special improvement shall also include installation of new ornamental lighting system.

at a cost of THIRTY-ONE THOUSAND, FIVE HUNDRED AND THIRTEEN DOLLARS AND TWENTY CENTS -- ($ 31,513.20-----------------), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 (number) counterparts, each one of which shall be deemed an original, this 21st day of July, 1983.

(SEAL)

ATTEST:

William J. Schenkle
(Principal) Secretary

HUGUENARD/SCHENKLE, INC.
Principal

BY William J. Schenkle

Pres/Sec
(Title)

(Address)

Witness as to Principal

(Address)

RELIANCE INSURANCE COMPANY
Surety
BY Lois L. Harter
Attorney-in-Fact Lois L. Harter
(Authorized Agent)

Philadelphia, Pennsylvania

(Address)

Witness as to Surety

(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

BILL NO. S-83-08-16

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and Huguenard/Schenkle, Inc., for Res. #5956-82, Oakdale Drive - Curbs & Sidewalks

PRIOR APPROVAL RECEIVED 7/26/83

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN	Samuel J. Talarico
VICTURE L. SCRUGGS, VICE CHAIRMAN	Victure Scruggs
MARK E. GiaQUINTA	[signature]
PAUL M. BURNS	Paul M. Burns
ROY J. SCHOMBURG	Roy J. Schomburg

Concurred 8-23 S. Kennedy

Admn. Appr. 6363

TITLE OF ORDINANCE Contract for Res. 5956-82, Curbs & Sidewalks on Oakdale Dr.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works S-83-08-16

SYNOPSIS OF ORDINANCE Res. #5956-82 is for improvement of Oakdale Drive with new curb and sidewalks where needed, between Fairfield Avenue and Hoagland, said improvement to be funded from the Barrett Law Revolving Account. Special improvement shall also include installation of new ornamental lighting system. Huguenard/Schenkle Contractor.

PRIOR APPROVAL RECEIVED ON 7/26/83

EFFECT OF PASSAGE Improvement of curbs and sidewalks in Oakdale area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $31,513.20

ASSIGNED TO COMMITTEE